

**City of South Bend**  
**Council Meeting Via Zoom**  
**Monday, November 23, 2020 @ 5:30 pm**

**Zoom Link - <https://us02web.zoom.us/j/83848723940?pwd=UzlwMTZWS0Y4MHJOWDI5SEJUUlhrUT09>**

1. Call to Order and Roll Call
2. Approval of Agenda and Consent Agenda  
Approval of Minutes: *November 9, 2020 Regular Meeting*
3. Correspondence
4. Items from the Public
5. Ordinance #1556 – 2021 Budget (Second Reading) (Action)
6. Ordinance #1557 – 2020 Budget Amendments (Second Reading) (Action)
7. Interlocal Agreement – Pacific County Joint Drug Task Force (Action)
8. Department Head Reports:
  - i) Police Chief Stigall
  - ii) City Supervisor Houk
  - iii) Clerk/Treasurer Roberts
9. Mayor's Report
10. Public Comments – Current agenda Items
11. Council Comments
12. Future Agenda Topics
13. Adjournment

**ORAL PUBLIC TESTIMONY**

If you wish to provide oral public comments during the November 23, 2020 council meeting, please submit an email to [dee.roberts@southbend-wa.gov](mailto:dee.roberts@southbend-wa.gov) containing the following information:

1. The Meeting Date
2. Your First and Last Name, Your City of Residence
3. The Agenda Item(s) that you would like to provide comment  
Oral public comment will be accepted for **Action Items Only**.
4. The Telephone Number that you will be calling from  
Please note the information you provide may be subject to disclosure pursuant to Washington State's Public Record Act, chapter 42.56 RCW.

**To join the Zoom web meeting:**

**Meeting ID: 838 4872 3940 Password: 575144**

**Dial-In Phone Number: 1-253-215-8782**

Emailed requests to be added to our "Speakers List" must be received by 4:00 pm on November 23, 2020 and **MUST** include **ALL** of the above information. Any omitted information will render the request incomplete and will not be included for public comment during the meeting.

**WRITTEN PUBLIC TESTIMONY**

If you wish to provide written public comments during the November 23, 2020 council meeting, please email your comments to [dee.roberts@southbend-wa.gov](mailto:dee.roberts@southbend-wa.gov) and include the following information with your comments:

1. The Meeting Date
2. Your First and Last Name, Your City of Residence
3. The Agenda Item(s) that you are speaking to – Public comments will be accepted for **Action Items Only**

*The City of South Bend strives to provide access and services to all members of the public. Please notify the City at least 48 hours prior to an event if reasonable accommodations are needed.*

**NOTICE** – All proceedings of this meeting are sound recorded  
Except Executive Sessions.

*Next Regular Meeting via ZOOM Monday, December 14, 2020 @ 5:30 PM unless otherwise notified.*

**CITY OF SOUTH BEND**  
**ZOOM COUNCIL MEETING – 11/09/2020**

**1. CALL TO ORDER AND ROLL CALL**

The council meeting was called to order by Mayor Struck at 5:30 pm followed by roll call by Clerk/Treasurer Roberts. Members present: Councilor Kuiken, Councilor Manlow, Councilor Neve, Councilor Davis, Councilor Hall, Police Sergeant Gonzalez, City Supervisor Houk and Clerk/Treasurer Roberts. Police Chief Stigall was absent

**2. APPROVAL OF AGENDA, CONSENT AGENDA AND APPROVAL OF MINUTES**

A motion was made by Councilor Hall to approve the Agenda, Consent Agenda and the minutes of the October 26, 2020 regular meeting. The motion was seconded by Councilor Neve. **Vote: Ayes-5, Noes-0, Absent-0**

**Vendors – Check #46200 thru Check #46235 - \$73,277.81 Including EFT Payments**

**Payroll – Check #24894 thru Check #24900 - \$110,625.75 Including Direct Deposit**

**3. CORRESPONDENCE – NONE**

**4. ITEMS FROM THE PUBLIC - NONE**

**5. PUBLIC HEARING @ 5:33 PM – 2021 FINAL BUDGET**

Mayor Struck opened the public hearing at 5:33 pm. Citizen Craig Spredeman felt that the revenues were overestimated because of the effects COVID-19 is having, that the council should have a discussion regarding police staffing and look at four vs three police officers and he, Mr. Spredeman, would like to see statistics justifying four police officers. There was no addition public comment and the public hearing was closed at 5:35pm.

**6. ORDINANCE #1555 – 2021 PROPERTY TAX (SECOND READING)**

Councilor Neve made a motion to accept Ordinance #1555 – 2021 Property Tax as presented. The motion was seconded by Councilor Hall. **Vote: Ayes-5, Noes-0, Absent-0**

**7. ORDINANCE #1556 – 2021 BUDGET (FIRST READING)**

Councilor Neve made a motion to move Ordinance #1556 – 2021 Budget to a second reading. The motion was seconded by Councilor Manlow. **Vote: Ayes-5, Noes-0, Absent-0**

**8. ORDINANCE #1557 – 2020 BUDGET AMENDMENTS (FIRST READING)**

Councilor Neve made a motion to move Ordinance #1557 – 2020 Budget Amendments to a second reading. The motion was seconded by Councilor Kuiken. **Vote: Ayes-5, Noes-0, Absent-0**

**9. DEPARTMENT HEAD REPORTS**

Councilor Hall asked City Supervisor Houk if there was an estimate of the number of derelict buildings/houses in South Bend? City Supervisor Houk advised that he didn't have a count but he would get one for him. Councilor Hall also commented on the excessive number of derelict vehicles on the "flats" of South Bend.

## 10. MAYOR'S REPORT

- Mayor Struck announced that she was asked by the Association of Washington Cities (AWC) to sit on a panel December 1<sup>st</sup> that will speak before the Senate Local Government Committee regarding the challenges that COVID-19 has had on our city and the businesses within our city. She will also speak on how the CARES Act funds were used and distributed.
- Mayor Struck reported that COVID-19 has increased quite dramatically in Pacific County. As of last Friday, there were 28 confirmed cases. Willapa Harbor Hospital performed over 150 COVID-19 tests today.
- Mayor Struck thanked Councilor Hall for representing the City at the recent Timberland Regional Library board meeting and for asking the board to help pay for the new heat pump at the Library. The heat pump recently stopped working and it was determined that the heat pump was obsolete and not fixable. The total cost for replacement is \$13,890.24 and Timberlands will pay 1/2 of the cost.

## 11. COUNCIL COMMENTS

- ❖ Councilor Hall spoke briefly about an issue he had with trailer campers at the boat launch which prompted Councilor Hall to say "I would be happy to call an officer." Councilor Hall then made a call to city hall and Police Chief Stigall arrived within five minutes. It was the first time he has had to call the Police Department to handle an issue at the boat launch.
- ❖ Councilor Hall was sitting at the boat launch and watched a car pull up and start dumping garbage in the city dumpster. He took pictures and told the individual that no household refuse was allowed to be dumped in that dumpster. The individual removed the items and left.
- ❖ Councilor Manlow asked what the status of the city dock was and Clerk/Treasurer Roberts advised that she had been in contact with AWC and with Quigg Brothers, Inc. The city has received a preliminary bid and that bid has been forwarded to AWC. AWC is now in contact with the third-party insurer. The process is going to take time. City Supervisor Houk also noted that there will be permitting required, probably quite a bit of it.
- ❖ Councilor Davis asked about the Planning Commission and off-street parking. City Supervisor Houk explained that the plan the city currently has is really unattainable. Most if not all of the businesses between Central Avenue and Ferry Street currently do not meet the city's code requirement so this will remove that requirement.
- ❖ As our COVID-19 numbers continue to increase Councilor Neve asked that everyone please, please, please wear your masks. It is a simple, easy way to do your part. Stay home when you can. Be responsible.
- ❖ Councilor Kuiken suggested that maybe the Police Department should get Councilor Hall a badge. He noted that Councilor Hall does a great job and thanked him for all he does at the launch and the docks!
- ❖ Mayor Struck asked the council for a motion to cancel the December 28<sup>th</sup> council meeting. Councilor Neve made the motion and it was seconded by Councilor Kuiken. **Vote: Ayes-5, Noes-0, Absent-0**

## 12. PUBLIC COMMENT – CURRENT AGENDA ITEMS

Citizen Craig Spredeman asked if Councilor Hall was impersonating a Police Officer. He was advised that Councilor Hall is the city's Harbor Master and he doesn't identify himself as a Police Officer when he oversees the boat launch and the docks. Councilor Hall advised that he does carry picture identification that recognizes him as the city's Harbor Master.

**13. FUTURE AGENDA TOPICS – NONE**

**14. ADJOURNMENT**

The Zoom meeting was adjourned at 6:00 PM to meet again on Monday, November 23, 2020 for the next regularly scheduled council meeting via Zoom unless otherwise announced.

\_\_\_\_\_  
**Julie K. Struck**  
**Mayor**

**ATTEST:** \_\_\_\_\_  
**Dee Roberts**  
**Clerk/Treasurer**

**DRAFT**

# **South Bend Council Meeting**

**Monday, November 23, 2020**

## **CONSENT AGENDA**

1. Approval of Vendor Checks

**Vendors – Check #46236 thru Check #46267 - \$173,500.85 Including EFT Payments**

11/23/2020

VENDOR

AMOUNT

46236	Antich Supply	\$	129.72	Operating Supplies - City Hall
46237	Ashley Construction	\$	464.83	Professional Services - Streets \$140.53 and Water \$324.30
EFT Pay	Bank of the Pacific - EFT Pay	\$	2,071.00	Funding Interest - Water Treatment Plant Upgrades - Funded by USDA RD
46238	Beans & Rocks, LLC	\$	599.96	Stockpile - Streets
46239	Cascade Computer Maintenance	\$	54.32	Computer Maintenance - Dennis
46240	Chinook Tree Service	\$	650.00	Professional Services - Streets
46241	City of Raymond	\$	139,107.83	RWWTP M & O - October 2020 \$22,283.84 and RWWTP Loan Payment \$116,823.99 (Next Payment 6/2022 and Payoff 2052)
46242	Creative Community Solutions	\$	2,530.00	Professional Services
46243	Crystal Springs	\$	110.44	Operating Supplies-Water Fund
46244	Dept of Natural Resources	\$	2,118.46	DNR Dock Lease Including Kismet (12/01/2020 - 11/30/2021)
46245	Dept of Transportation	\$	1,023.14	Fuel - Police \$726.65 and Public Works \$296.49
46246	Dilk Tire Factory	\$	880.63	Repair/Maintenance - Fire Dept
46247	DMCMA	\$	300.00	Annual Court Dues - D Roberts & L Carlson
46248	GC Systems	\$	40.54	Materials/Supplies - Sewer Fund
46249	Hach	\$	557.70	Materials/Supplies - Water Fund
46250	Hagen & Bates	\$	78.00	Pro Tem Services - Municipal Court 10/7/20 & 10/21/20
46251	Harbor Saw & Supply	\$	594.73	Repair/Maintenance - Water Fund
46252	HD Fowler	\$	7,882.06	Operating Supplies - Streets \$1,126.34 and Water \$6,755.72
EFT Pay	Invoice Cloud-EFT Pay	\$	99.80	October 2020 Portal Access Fee
46253	Jonathan Quittner	\$	775.00	Municipal Court Public Defender - November 2020
46254	Killian Dunkeson	\$	900.00	Municipal Court Prosecutor - November 2020
46255	L.N Curtis and Sons	\$	243.77	Repair/Maintenance - Fire Dept
46256	LeMay Mobile Shredding	\$	50.05	Operating Supplies - Sewer Fund
46257	Luis Gonzalez	\$	135.00	Travel/Training - Police
46258	Maneman Electric	\$	922.54	Repair/Maintenance - Library
46259	North Central Laboratories	\$	45.73	Chemicals- Water Fund
46260	Northwest Rock	\$	332.30	Stockpile - Streets
EFT Pay	ONLINE Information Services - EFT Pay	\$	33.50	Credit Reporting Services - October 2020
46261	Pacific County Sheriff's Office - PACCOM	\$	7,651.30	PACCOM - Police \$7,620.39 and Fire \$30.91
46262	Steve's Front End	\$	1,183.87	Repair/Maintenance - Streets \$394.62, Water \$394.62 and Sewer \$394.63
46263	The Law Office of David S Hatch	\$	650.00	Pro Tem Services - Municipal Court 9/29, 10/7, 10/28, 10/29 and 11/4/20
46264	Vision Forms	\$	710.80	Statement Automation
46265	Walter E Nelson of Astoria	\$	139.17	Operating Supplies - Parks \$43.08 and Water/Sewer \$96.09
46266	Willapa Harbor Herald	\$	302.50	Legal Notices
46267	Zee Medical Service Company	\$	132.16	Restocking First Aid Kit - City Shop

TOTAL \$ 173,500.85

Mayor Struck

City Supervisor Houk

Police Chief Stigall

**ORDINANCE #1556**

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF SOUTH BEND,  
WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2021**

**WHEREAS**, the Mayor of the City of South Bend, Washington completed and placed on file with the City clerk a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond redemption and interest, reserve funds and expenses of government of said City for the fiscal year ending December 31, 2021, and a notice was published that the Council of said City would meet on the 9<sup>th</sup> of November, 2020 at the hour of 5:40 PM, at the Council Room in the City Hall of said City for the purpose of making and adopting a budget for said fiscal year and giving taxpayers within the limits of said City an opportunity to be heard upon said budget; and

**WHEREAS**, the said City Council did meet at said time and place and did then consider the matter of said proposed budget; and

**WHEREAS**, the said proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of South Bend for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of said City during said period.

**NOW THEREFORE**, the City Council of the City of South Bend, Washington do ordain as follows:

The budget for the City of South Bend, Washington for the year 2021 is hereby adopted per the attached document entitled *City of South Bend, 2021 Budget*. Estimated resources, including fund balances or working capital for each separate fund of the City of South Bend, Washington and estimated expenditures for all funds combined, for the year 2021 are set forth in the attached summary and are appropriated for expenditure during the year 2021.

The Clerk/Treasurer is directed to transmit a certified copy of the budget hereby adopted to the Division of Municipal Corporations in the Office of State Auditor and to the Association of Washington Cities.

**INTRODUCED** this 9<sup>th</sup> day of November, 2020 **AND PASSED** on the 23<sup>rd</sup> day of November, 2020 by the following vote:

**Ayes --**

**Noes --**

**Absent --**

\_\_\_\_\_  
Julie K. Struck, Mayor

**AUTHENTICATED BY:** \_\_\_\_\_

Dee Roberts, Clerk/Treasurer

Publish: 12/02/2020

## ORDINANCE #1557

### AN ORDINANCE OF THE CITY OF SOUTH BEND, WASHINGTON ADOPTING REVISED APPROPRIATIONS AND EXPENDITURES TO BE MADE IN CALENDAR YEAR 2020

**WHEREAS**, the City Council of the City of South Bend previously approved 2020 appropriations and expenditures per Ordinance 1545, and

**WHEREAS**, actual expenditures and revenues for 2020 in conjunction with the revisions were not available at the time of the changeover to a new fiscal year, and,

**WHEREAS**, the laws of the State of Washington require the budgeting of such expenditures by Ordinance, now therefore,

#### **THE CITY COUNCIL OF THE CITY OF SOUTH BEND, WASHINGTON DO ORDAIN:**

That the 2020 budgeted amounts for the funds listed below will be as follows:

<u>FUND NUMBER</u>	<u>FUND NAME</u>	<u>REVENUES</u>	<u>EXPENDITURES</u>
001	Current Expense	\$1,861,966	\$1,428,566
103	Library	76,000	76,000
106	Capital Fund-Docks	122,000	44,008
405	Mosquito Fund	165,000	120,000

The budgeted amounts for all funds not listed above will remain as set forth in Ordinance Number 1545.

**INTRODUCED** this 9<sup>th</sup> day of November, 2020 **AND PASSED** on the 23<sup>rd</sup> day of November, 2020 by the following vote:

**Ayes –**

**Noes –**

**Absent –**

\_\_\_\_\_  
Julie K. Struck, Mayor

**AUTHENTICATED BY:** \_\_\_\_\_

Dee Roberts, Clerk/Treasurer

Publish: 12/02/2020



## INTERLOCAL AGREEMENT PACIFIC COUNTY JOINT DRUG TASK FORCE

Pacific County ("County"), the City of Raymond ("Raymond"), the City of South Bend ("South Bend"), and the City of Long Beach ("Long Beach"), pursuant to the provisions of Chapter 39.34 RCW, agree as follows:

### I. PURPOSE

The purpose of this agreement is to create a drug task force unit to enhance the investigation and enforcement of laws against the use, possession, delivery, sale and manufacture of drugs. This agreement recognizes that illegal drug activity is not limited to any particular jurisdiction or boundary and that effective control of this illegal activity requires the joint action of the major law enforcement agencies of this county to protect the citizens of the jurisdictions involved and ensure the health, welfare and safety of those citizens. The parties do not intend to create a separate legal entity under this Agreement.

### II. ORGANIZATION

#### 2.1 COMPOSITION

The Drug Task Force shall be composed of a Drug Task Force Executive Board, a Task Force Supervisor and an operational unit.

#### 2.2 EXECUTIVE BOARD

The Drug Task Force Executive Board will be composed of the Chiefs of Police of Raymond, South Bend, Long Beach, and the Pacific County Sheriff. This board will be responsible for and have authority to establish a budget for the task force, authorize the acquisition of property and equipment, set policies for task force operations, select a Supervisor of the Task Force, and resolve any disputes that may develop between the parties or within the task force during the term of this agreement.

#### 2.3 TASK FORCE SUPERVISOR

The task force Executive Board shall appoint a command staff officer to act as the Supervisor of the Task Force. This command staff officer will act as the operational supervisor for the Drug Task Force. The Supervisor shall report directly to and be responsible to the Drug Task Force Executive Board. The Supervisor of the Task Force shall be responsible for establishing the operational procedures and guidelines to be used by the task force. The Supervisor will provide intermediate level supervision for the operations of the task force and shall be responsible for its actions to the task force Executive Board. The Supervisor shall also act in an advisory capacity for the task force Executive Board.

#### 2.4 DISPUTES

In the event of a dispute between the parties, the dispute shall be resolved by the majority vote of the board. In the event of a tied vote, the supervisor of the task force will cast the deciding vote.

#### 2.5 OPERATIONAL UNIT

The operational unit of the task force shall consist of at least one experienced Officer/Deputy provided by each party to this agreement either on a full-time or part-time basis. One of the Officer/Deputy will be appointed as officer in charge (OIC) on a rotating basis by Task Force Supervisor. This unit shall be charged with the investigation and enforcement of the laws pertaining to the illegal manufacture, delivery, possession and use of drugs. The OIC shall be responsible for the supervision of the unit and the day-to-day operation of the unit in the field. The OIC shall be responsible to the designated supervisor and to the task force board.

#### 2.6 CONSENT TO ENFORCEMENT OF LAWS

Because of the multi-jurisdictional nature of this task force, Chiefs of Police for Raymond, South Bend, Long Beach, and the Pacific County Sheriff recognize that each Officer/Deputy in the task force should be and shall be authorized and commissioned to perform the duties of a police officer or deputy sheriff within the jurisdiction of any of the parties to this agreement. The signature of the Pacific County Sheriff below operates as his consent within Pacific County to allow task

force members who are general authority Washington peace officers as defined by RCW 10.93.020(3) and employed by Raymond, South Bend, and Long Beach, to exercise all powers vested by law in a general authority Washington peace officer deputized by the Pacific County Sheriff.

A formal notification in writing to the task force board by each jurisdiction of appointment of an officer to the drug task force shall constitute notice to the parties of this agreement of that officer's participation and shall constitute his commission as a general authority Washington peace officer deputized by the Pacific County Sheriff. When an officer has withdrawn from the task force that officer's authority under this agreement shall terminate.

### III. ASSETS

#### 3.1 SEIZING AGENCY

The "seizing agency" for the purposes of Chapter 69.50 RCW is the Pacific County Sheriff's Office. All search warrants, orders for seizure, and civil forfeiture actions commenced in regards to property seized by the task force will identify the Pacific County Sheriff's Office as the Plaintiff. Any assets or equipment transferred for use by the task force by any of the parties to this agreement shall become the property of the Pacific County Sheriff's Office, until that property or asset is specifically released by the task force Executive Board, or this agreement is terminated, whichever shall occur first. Upon release of assets or termination of this agreement, assets or equipment transferred to the task force shall be returned to the party that originally transferred it.

#### 3.2 SALARIES

Each party to this agreement shall remain responsible for the salary, personnel benefits, and personnel costs of the officers it provides for the task force. For the first year of the Task Force operations each agency shall submit invoices to the sheriff's office for reimbursement of salaries and overtime cost associated with each member provided officer in the task force on a quarterly basis. Each officer provided to the task force shall remain only an employee of the jurisdiction from which he was appointed, and shall remain fully liable to that jurisdiction's Civil Service Commission

and shall continue to fully comply with the rules and regulations of his respective jurisdiction. It is not the intention of this agreement nor shall it be construed to establish an employment relationship between the Drug Task Force and any member of the Drug Task Force or between any particular officer in the Drug Task Force and any other jurisdiction other than the one from which he/she was appointed. Appointment to the Drug Task Force shall not entitle any employee to any increased or additional employment rights or benefits.

### 3.3 DRUG TASK FORCE FUND

A Drug Task Force fund shall be established and designated by the Pacific County Treasurer who shall act as treasurer for that fund, pursuant to RCW 39.34.030. Any fines, assessments, and proceeds from asset forfeitures collected by the task force shall be placed in this fund. This fund shall be used to defray the cost of the Drug Task Force and provide buy money for Drug Task Force operations.

### 3.4 ASSET SEIZURE AND FORFEITURE

In the event any property is seized by the Drug Task Force which is subject to forfeiture, the Pacific County Sheriff's Office and or the Pacific County Prosecutor's Office, shall be responsible for the forfeiture of the property. Proceeds from the forfeiture shall be deposited in the Drug Task Force Fund, and disbursed as follows:

1. The costs and legal fees (billed at the employee or official's hourly rate as determined by the county's fiscal analyst) if any, incurred by the party prosecuting the forfeiture proceeding shall be reimbursed.
2. All proper expenses of the investigation leading to the seizure and forfeiture will be deducted and placed in the Drug Task Force Fund.
3. 10 percent of the remaining money will be remitted to the State Treasurer pursuant to RCW 69.50.505 (9)(a)
4. The remaining funds shall be divided equally among the parties to this agreement.

### 3.5 OPERATING COSTS

The operating costs of the task force shall be split equally between the four parties to this agreement, including "buy money".

### 3.6 FUND CONTRIBUTION REIMBURSEMENT

In the event any party to this agreement contributes funds for the operation of the task force, those funds shall be repaid out of the Drug Task Force Fund in full or on a pro rata basis among the parties contributing after all debts and claims have been satisfied upon termination of this agreement. In the event any party to this agreement donates equipment for use by the task force, that equipment shall be returned to the donating party upon termination of this agreement.

## IV. TERM

### 4.1 COMMENCEMENT

This agreement shall commence upon the execution of this agreement by all four parties hereto.

### 4.2 EXPIRATION

This agreement shall remain and continue in full force and effect until December 31<sup>st</sup> 2022, and thereafter unless terminated by the parties pursuant to this agreement.

### 4.3 TERMINATION

Any party to this agreement may terminate the agreement by providing thirty (30) days written notice of its intention to terminate. The termination shall be effective on the 1<sup>ST</sup> day of the month following a minimum thirty (30) day notice of termination, calculated from the day the notice of termination was mailed to the other parties to this agreement.

#### 4.4 CONTINUED AGREEMENT

If a party other than Pacific County Sheriff's Office terminates this agreement, the remaining parties may elect, by unanimous vote of the remaining members of the Executive Board, to continue operation of this agreement without the terminating party's participation. If the remaining parties elect to continue operation, this agreement shall remain in full force and effect as to those parties.

### V. MISCELLANEOUS

#### 5.1 WRITTEN MODIFICATION OR AMENDMENT REQUIRED

This agreement shall not be modified or amended except upon the written agreement of all the parties hereto.

#### 5.2 INSURANCE

. Each party shall, to the best of their ability, coordinate their liability insurance coverages and/or self-insured coverages to the extent possible to fully implement and follow the agreement set forth herein. To that purpose, for the duration of this agreement each party shall maintain occurrence based general and police professional liability insurance or self-insurance coverage with a limit of not less than ten million dollars (\$10,000,000.) per occurrence. However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this agreement effective as between the member cities signing this agreement and the failure of any insurance carrier or self-insured pool or organization to agree or follow the terms of this provision on liability shall not relieve any individual city from its obligations under this agreement.

#### 5.3 SHARED INDEMNIFICATION FOR THIRD PARTY CLAIMS

With the exception of (1) employee claims for injuries and/or benefits, and (2) claims of any kind arising from non-intentional traffic collision, the parties shall be equally responsible for third party obligations, liabilities, lawsuits, and claims arising from any party's participation in the joint operation that prompted the claim, obligation, liability or lawsuit. Parties that do not have an Officer/Deputy participating in the joint operation shall not be responsible for any claim, obligation, liability or lawsuit arising from that joint operation.

#### 5.4 INDEMNIFICATION FOR EMPLOYEE CLAIMS

In the event that there is a claim or suit of any kind by an employee of any party against the other parties hereto, it shall be the duty and obligation of the party employing the claimant to defend and indemnify the other parties from such claim or suit. For the purpose of a claim or suit arising out of a non-intentional traffic collision, the agency employing the driver will be solely responsible and will defend and indemnify the other parties."

#### 5.5 NOTIFICATION OF CLAIMS

In the event a claim is filed or lawsuit is brought against any party to this agreement, or its employees, for actions arising out of their participation in the Drug Task Force, the jurisdiction shall promptly notify the other parties that the claim or lawsuit has been initiated. Any documentation, including the claim or legal complaints, shall promptly be provided to each participating jurisdiction. Any party who believes or knows that another party would be liable for a claim, settlement, or judgement that arises from a Task Force action or operation, shall have the burden of notifying each party of all claims, lawsuits, settlements, or demands made to that jurisdiction.

#### 5.6 JOINT DEFENSE

In the event that there is a claim or suit of any kind by any person who is not an employee of any party to this agreement against any party hereto, arising out of a party's participation in the Drug Task Force, all parties to this agreement shall jointly defend such claim. Each party shall contribute equally to the cost of defending a claim arising from participation in this agreement, and any liability resulting from the claim. However, parties that do not have an Officer/Deputy participating in the joint operation that gave rise to such claim or suit shall not be responsible for jointly defending such claim.

#### 5.7 BUDGET

The Drug Task Force Executive Board shall meet prior to July of each year and establish a budget for the operations of the Drug Task Force for the next year. Adoption of the budget of the Drug Task Force shall be subject to the appropriation of necessary funds by the governing authorities of each party. A copy of the adopted budget will be promptly forwarded to the Pacific County Director of the Budget.

#### 5.8 AUTHORITY TO RECEIVE LOANS OR GRANTS

The Drug Task Force Executive Board is authorized to accept gifts, payments, and grants from any source pursuant to RCW 39.34.070 for the purposes set out in this agreement; however, the Drug Task Force Executive Board is not entitled to pledge the credit or borrow on the name of any party hereto. The board shall not commit to spend or disburse any sums in excess of its existing assets and sums budgeted by the parties thereto.

#### 5.9 EVIDENCE

Any evidence or property seized by the task force shall be retained and stored within the Pacific County Sheriff's Office evidence system. All cases which are developed by members of the Task Force will be assigned an "N" number for tracking purposes, regardless of which jurisdiction the case originates in. With the exception of cases generated outside of Pacific County, the appropriate agency will be provided NIBRS information by unit personnel for each case generated in their jurisdiction. Cases currently being investigated by each agency and related to the unit's mission shall be worked by all members of the unit. Future cases will be appropriately assigned among the unit personnel as they arise.

#### 5.10 SURVIVAL OF OBLIGATIONS

Termination of this agreement for any reason shall not relieve a party of any obligation accruing or arising prior to such termination.

#### 5.11 SEVERABILITY

If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the



Agreement did not contain the particular provision held to be invalid. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

#### 5.12 CHOICE OF LAW, JURISDICTION, AND VENUE

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

#### 5.13 NO THIRD-PARTY BENEFICIARIES

This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights with respect to or in connection with this agreement.

#### 5.14 ATTORNEYS FEES AND COSTS

In the event any party files a lawsuit in any trial or appellate court seeking enforcement of this agreement, the prevailing party shall be entitled to costs of suit, court costs and reasonable attorney's fees.

#### 5.15 COUNTERPARTS

This Agreement may be executed in counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or other electronic means shall constitute

effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for any purposes whatsoever.

WHEREFORE, the parties signify their agreement by the authorized signature of the appropriate officer set out below.

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Pacific County Sheriff's Office

Date

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Raymond Police Department

Date

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South Bend Police Department

Date

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Long Beach Police Department

Date

Approved as to form:

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Pacific County Prosecuting Attorney

Date